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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

The Law Office of

**Don J. Alpert**

1250 Connecticut Ave., N.W.  
7th Floor  
Washington, D.C. 20036-2603

(202) 637-9158

(202) 637-6662 (FAX)

September 17, 1993

Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
1919 M Street, NW  
Washington, DC 20554

Re: Docket No. 93-107  
Westerville, OH

Dear Mr. Caton:

Transmitted herewith, on behalf of Shellee F. Davis, are two Declarations, facsimiles of which were attached as Attachments 1 and 3 to the "Opposition to Motion to Enlarge Issues Against Shellee F. Davis" filed by Davis in this proceeding on September 8, 1993.

If there are any questions, please contact this office.

Very truly yours,

  
Dan J. Alpert

Counsel for Shellee F. Davis

cc: Presiding Judge  
All Parties

No. of Copies rec'd 014  
List ABCDE

**ATTACHMENT 1**

The Huntington National Bank  
41 South High Street  
P.O. Box 1558  
Columbus Ohio 43260

Ralph K. Frasier  
Executive Vice President  
General Counsel and Secretary  
614 463 4647

RECEIVED  
Huntington  
SEP 17 1993

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

### DECLARATION

I, Ralph K. Frasier, hereby state as follows:

I am an Executive Vice President, General Counsel, Secretary and Cashier of The Huntington National Bank, a national banking association chartered under the laws of the United States with its principal office located in Columbus, Ohio, and banking offices throughout the state of Ohio ("Huntington"). Total assets at June 30, 1993, exceeded \$10 billion.

I am an "Executive Officer" of Huntington as that term is defined and customarily applied in banking law and practice. Under general corporate law and, specifically, under the terms of the Bylaws and Board authorizations of Huntington, I have authority to enter into binding commitments on behalf of Huntington. For more than twenty-five years I have held management and executive positions in the banking industry. During that time I have made hundreds of promises, representations and commitments on behalf of my bank employer. I have never failed to carry out such commitments. To suggest otherwise is offensive.

I have issued a "soft" commitment to Ms. Davis because a firm commitment would be impractical. Indeed, the Commission's processing and procedures make it impractical to issue binding commitments. These proceedings have been underway for almost two years, and with Petitions to Enlarge Issues and other challenges, it is impossible to predict when, if ever, a customer will obtain regulatory clearance. In the interim, the economy, markets, business plans, financial conditions, interests and appetite may change. It is, therefore, unreasonable to expect either the Huntington or its customer to be locked into obligations to be executed far into the future.

I was first approached in December, 1991, by Shellee Davis concerning the application she was intending to submit for former Station WBBY (FM) in Westerville, and the availability of funding from Huntington to finance that project. Ms. Davis and her husband, Reginald Davis, have banked with this institution for a number of years. I personally am well acquainted with Ms. Davis' finances, the success of her past business and her track record in running a successful business, and her standing and reputation

in the community. I also am familiar generally with what had been the stature and stability of Station WBBY in the Columbus community during the period it was operating. As I indicated in the letter that I wrote to Ms. Davis, this institution has been anxious to provide financing to Ms. Davis for her personal and business endeavors. The Davis proposal was all the more interesting and attractive in light of the recent history of a prior operator having successfully operated in the same facility, on the same frequency and in much of the same market.

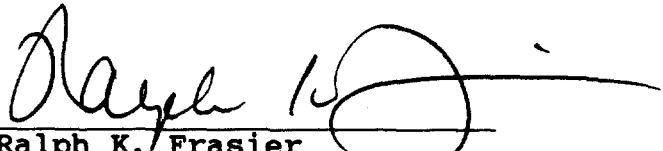
In order to verify the ability of Huntington to provide the funding that was being requested, at the time of her request, I requested that Ms. Davis provide information to me concerning the level of financing she would need and information concerning her current finances in the form of a current balance sheet. That information all was provided. In addition, Ms. Davis and I discussed the project and some of her plans for the station. As a Senior Officer with Huntington, I am very familiar with the institution's lending criteria. Moreover, Ms. Davis' proposal and financial information was reviewed with a seasoned loan officer. Based upon that evaluation, it was the determination at the time that inquiry was made, and remains the understanding of the Huntington today, that funding can and will be provided in accordance with the level of financing requested in the December 27, 1991, letter, and in fact can be provided at the level of financing stated in the March 9, 1992 letter (see attachments). This decision was made with the understanding that Ms. Davis intends, if possible, to lease a large portion of the equipment for the station (which may reduce the amount of loan that will be needed), and that the FCC license may not permissibly be subject to a security interest by this institution. Ms. Davis has kept me informed of the progress of the application, and as I repeatedly have assured her at all times since her request was approved, the anticipated availability of funding has remained in place.

As the letters state, the bank's ability to proceed forward with the proposed loan will be contingent upon Ms. Davis' acquisition of the permit for the station from the FCC, confirmation at the time the loan is to be extended that the Davis' financial condition has not materially changed from that reviewed previously, that all reasonable and ordinary credit criteria are met and a commitment from her to operate the station with appropriate staffing. It is anticipated that funding will be provided at two points above the prime lending rate as may exist at the time of each advance on the loan, and the loan will likely have a five year repayment period with a 6-12 month moratorium on repayment of the principal. We would require that the loan be secured by whatever equipment is purchased by the

station, the intangible assets for the station (i.e., the accounts receivable), and we additionally would require the Davis' secured personal commitment.

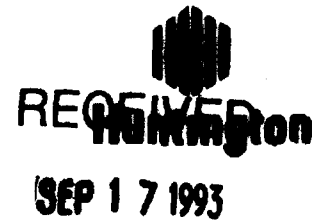
The attached letters correctly reflect intentions of this institution to provide funding to Ms. Davis under the conditions stated therein. This institution has not in the past, nor will it in the future, issue any documents which are false, or which fail to accurately reflect the intentions of this institution. I resent any inference to the contrary.

I declare under penalty of perjury that the foregoing is true and correct.

  
Ralph K. Frasier  
Executive Vice President,  
General Counsel,  
Secretary and Cashier  
The Huntington National Bank

The Huntington National Bank  
41 South High Street  
P.O. Box 1558  
Columbus Ohio 43280

Ralph K. Frasier  
Executive Vice President  
General Counsel and Secretary  
614 463 4647



FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

December 27, 1991

Mrs. Shellee F. Davis  
415 East Broad Street  
Suite 100  
Columbus, Ohio 43215

Dear Shellee:

Thank you for your recent inquiry regarding our interest in providing financing of a venture for you.

Shellee, you know we have been interested for some time in increasing the level of business done with you. With that thrust still in mind, based upon our knowledge of you and your personal finances, and our understanding concerning the value of the project, we believe that we will be able to provide financing in the amount of \$250,000 to finance your project.

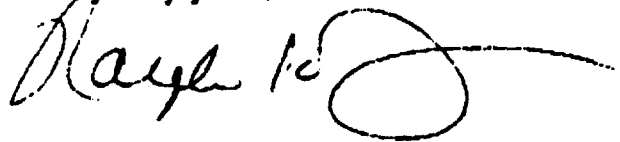
We have not had an opportunity to verify the accuracy of the financial information you have provided to us, so obviously, we are not prepared to make a binding loan commitment -- but if the following conditions are met, we believe that a mutually satisfactory arrangement will be secured:

1. You are successful in obtaining approval from the Federal Communications Commission to control and operate a commercial broadcast station in the Columbus, Ohio market.
2. All reasonable and ordinary credit criteria of The Huntington National Bank are met at such time as you have A) Received a construction permit for the station and B) Received from The Huntington National Bank a formal lending commitment; and
3. Appropriate management and staff are acquired to run the station.

Although this does not represent a commitment, this letter reflects the present belief that this Bank will be able to pursue the loan with you to a mutually satisfactory conclusion. The pricing and terms of amortization of any loan commitment will, of course, be contingent upon credit conditions and criteria prevailing at the time of such commitment. However, we contemplate calculating interest on any loan made at a rate not to exceed two percent above the prime lending rate of this Bank at the time of each advance (for your information the current prime lending rate of this Bank is 6-1/2 percent); and, the loan will be for a five year period, and any loan made would be repaid after a 6-12 month moratorium on principal as necessary, in quarterly installments or as otherwise reasonable and consistent with accepted financial projections received at time of borrowing.

Collateral for the loan would be the physical and intangible assets of the station and would include your secured personal commitment.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Ray K. F.", with a large, stylized loop at the end.

RKF/gs

The Huntington National Bank  
41 South High Street  
P.O. Box 1558  
Columbus Ohio 43260



Ralph K. Frazier  
Executive Vice President  
General Counsel and Secretary  
614 463 4647

March 9, 1992

Mrs. Shellee F. Davis  
415 East Broad Street  
Suite 100  
Columbus, Ohio 43215

Dear Shellee:

Thank you for your recent inquiry regarding our interest in providing financing of a venture for you.

Shellee, you know we have been interested for some time in increasing the level of business done with you. With that thrust still in mind, based upon our knowledge of you and your personal finances and our understanding concerning the value of the project, we believe that we will be able to provide financing in the amount of \$350,000 to finance your project.

We have not had an opportunity to verify the accuracy of the financial information you have provided to us, so obviously we are not prepared to make a binding loan commitment -- but if the following conditions are met, we believe that a mutually satisfactory arrangement will be secured:

1. You are successful in obtaining approval from the Federal Communications Commission to control and operate a commercial broadcast station in the Columbus, Ohio market.
2. All reasonable and ordinary credit criteria of The Huntington National Bank are met at such time as you have (a) received a construction permit for the station and (b) received from The Huntington National Bank a formal lending commitment; and
3. Appropriate management and staff are acquired to run the station.

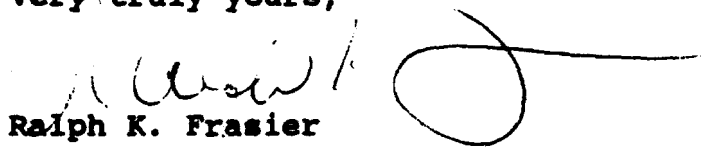


Mrs. Shellee F. Davis  
Page 2  
March 9, 1992

Although this does not represent a commitment, this letter reflects the present belief that this bank will be able to pursue the loan with you to a mutually satisfactory conclusion. The pricing and terms of amortization of any loan commitment will, of course, be contingent upon credit conditions and criteria prevailing at the time of such commitment. However, we contemplate calculating interest on any loan made at a rate not to exceed two percent above the prime lending rate of this bank at the time of each advance (for your information the current prime lending rate of this bank is 6-1/2 percent); the loan will be for a five year period, and any loan made would be repaid after a 6-12 month moratorium on principal as necessary, in quarterly installments or as otherwise reasonable and consistent with accepted financial projections received at time of borrowing.

Collateral for the loan would be the physical and intangible assets of the station and would include your secured personal commitment.

Very truly yours,

  
Ralph K. Frasier

RKF/nth  
cc: Paul B. Brawner

L19Davis

**ATTACHMENT 3**

## DECLARATION

I, Shellee F. Davis, hereby state as follows:

I am an applicant for Channel 280A in Westerville, Ohio. At the time I receive my grant it is my intention to negotiate with Huntington Bank and also to consider placing the loan with other financial institutions to ensure that I am obtaining a loan under the most favorably available terms and conditions. Moreover, to avoid encumbering my home, I may offer to secure any loan I accept with cash or other assets. Therefore, as I stated in my deposition, it has not yet been determined by me whether or not I will need to secure "personal property" such as my home in particular in order to obtain the loan.

This is to confirm that the terms contained in the Huntington Bank letter are acceptable, and in the event I follow through and obtain a loan from Huntington Bank and those terms are commercially competitive, and the bank insists on my accepting those exact terms, I am now and have always been willing to take a loan under those or comparable terms, and am willing to provide to the bank a secured personal commitment.

I declare under penalty of perjury that the foregoing is true and correct.

SHELLEE F. DAVIS



Signed and dated this 8 day of Sept., 1993.